# BENGALURU SOUTH CITY CORPORATION

# BID DOCUMENT

## Annual Maintenance and Desilting of Storm Water Drains in Kasavanahalli Ward ofMahadevapura Assembly Constituency for one year.

**OFFICEOF DEPUTY CHIEF ENGINEER**
BSCC, BENGALURU

Office of the Deputy Chief Engineer
2nd Floor, 9th Main Road, Padmanabhanagara South 2nd block, Bengaluru -560 011. Email: dcebscc@gmail.com, Bengaluru-560111.

**TENDERS FOR THE WORK OF**

# Annual Maintenance and Desilting of Storm Water Drains in Kasavanahalli Ward of Mahadevapura Assembly Constituency for one year.

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| | |
|---|---|
| TENDER REFERENCE | DCE/BSCC/ TEND/02 /2026-27Dtd: 03.07.2026 |
| Bidding Document can be downloaded from E-procurement portal | As notified in e-Procurement Portal |
| LAST DATE FOR submission of Prebid Queries | As notified in e-Procurement Portal |
| Prebid Meeting | As notified in e-Procurement Portal |
| Last date for uploading (submission) technical and financial bid | As notified in e-Procurement Portal |
| Time and date of Opening Technical Bids | As notified in e-Procurement Portal |
| PLACE OF OPENING OF TENDERS | Office of the Deputy Chief Engineer |
| ADDRESS FOR COMMUNICATION | 2nd Floor, 9th Main Road, Padmanabhanagara South 2nd block, Bengaluru -560 011Bengaluru-560111. |

Contractor Deputy Chief Engineer., BSCC

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## SECTION 1: INVITATION FOR TENDERS (IFT)

# BENGALURU SOUTH CITY CORPORATION

Office of the Deputy Chief Engineer, 2nd Floor, 9th Main Road, Jayanagara South 2nd block, Bengaluru - 560 011. Email: dcebscc@gmail.com, Bengaluru-560111.

**********

No: DCE(Z-1)/BSCC/TEND/02/2026-27 Date:03.07.2026

## SHORT TERM TENDER NOTIFICATION
## (TWO TENDER DOCUMENT SYSTEM)

(Through **GOK Karnataka Public Procurement Portal** only)

1) The Deputy Chief Engineer Zone-1, Bengaluru South City Corporation, Bengaluru invites tenders from eligible contractors registered in Greater Bengaluru Authority (Bruhat Bengaluru MahanagaraPalike) or equivalent registration with CPWD / KPWD / Railways / MES or any State Government Organizations for the Annual Maintenance and Desilting of Storm Water Drains in the table below. The tenderers may submit tenders for works given in the table through GOK Karnataka Public Procurement Portal of the government of Karnataka (viz: https://kppp.karnataka.gov.in). The tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the instructions to tenderers to qualify for award of the contract (standard tender document KW-4& KW-2).
2) The Tender Document can be downloaded from the GOK Karnataka Public Procurement Portal of the government of Karnataka.
3) Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest Money Deposit will have to be in any one of the forms as specified in the tender document and shall have to be valid for 90 days beyond the validity of the tender.
4) Tender must be submitted online through GOK Karnataka Public Procurement Portal on or before **16:00** hours on **14.07.2026**the opening of tenders will be as per the GOK Karnataka Public Procurement Portal Guidelines.
5) Other details can be seen in the tender document.

| Sl. No. | Name of the Work | Approximate value of work (Rs. in Lakh) | EMD Rs. | Cost of Tender form in Rs. (Non-Refundable) inclusive of GST | Stipulated Period |
|---|---|---|---|---|---|
| 1 | Annual Maintenance and Desilting of Storm Water Drains in Bengaluru South Assembly Constituency for one year. | 560.00 | 8,40,000.00 | As per KPP Portal | 12 Months |
| 2 | Annual Maintenance and Desilting of Storm Water Drains in Jayanagara Assembly Constituency for one year. | 161.00 | 2,50,000.00 | As per KPP Portal | 12 Months |
| 3 | Annual Maintenance and Desilting of Storm Water Drains in Padmanabhanagara Sub Division Assembly Constituency for one year. | 45.00 | 90,000.00 | As per KPP Portal | 12 Months |
| 4 | Annual Maintenance and Desilting of Storm Water | 30.00 | 60,000.00 | As per KPP | 12 Months |

Contractor Deputy Chief Engineer., BSCC

| | | | | | |
|---|---|---|---|---|---|
| | Drains in Banashankari Sub Division Assembly Constituency for one year. | | | Portal | |
| 5 | Annual Maintenance and Desilting of Storm Water Drains in BTM Layout Assembly Constituency for one year. | 230.00 | 3,50,000.00 | As per KPP Portal | 12 Months |
| 6 | Annual Maintenance and Desilting of Storm Water Drains in Bommanahalli Constituency of Bommanahalli Assembly Constituency for one year (package-1) | 200.00 | 3,00,000.00 | As per KPP Portal | 12 Months |
| 7 | Annual Maintenance and Desilting of Storm Water Drains in Bommanahalli Constituency of Bommanahalli Assembly Constituency for one year (package-2) | 190.00 | 2,90,000.00 | As per KPP Portal | 12 Months |
| 8 | Annual Maintenance and Desilting of Storm Water Drains in Kasavanahalli ward of Mahadevapura Assembly Constituency for one year. | 35.00 | 70,000.00 | As per KPP Portal | 12 Months |

**Calendar of Events:**

| | | | |
|---|---|---|---|
| 1 | Availability of Tender Document in KPPP portal | : | 06.07.2026 |
| 2 | Date and time of per-bid meeting | : | 09.07.2026 at 15:00 Hrs |
| 3 | Last Date & Time for receipt of Tenders | : | 14.07.2026 at 16:00 Hrs |
| 4 | Opening of Technical bid | : | 16.07.2026 at 16:30 Hrs |
| 5 | Opening of Financial bid (if possible) | : | After the approval of Technical Evaluation |

1. Pre bid meeting will be held on **09.07.2026 at 15:00 hours** in the office of **The Chief Engineer, Jayanagar Zone (Zone-1), Bengaluru South City Corporation, 9th Main, 9th Cross, Jayanagar 2nd Block, Bengaluru-560011** to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
2. Technical Bids will be opened on the website https://kppp.karnataka.gov.in the office of the Deputy Chief Engineer Zone-1,on or after **16.07.2026** at **16:30hours.**
3. Bidders quoted rates should be exclusive of GST as per the Finance Department Circular No: FD/417/Expenditure-12/2024, Dated: 09.08.2024..
4. Aspiring Bidders/Contractors who have not registered in GOK Karnataka Public Procurement Portal should register before participating through the website https://kppp.karnataka.gov.in
5. Before submission of on line bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
6. All the required information required for Bids must be filled and submitted online.
7. For details, registration and e-payment visit GOK Karnataka Public Procurement Portal website https://kppp.karnataka.gov.in or contact Helpdesk at +91-9240214000/+91-9240214001.

Sd/-

Deputy Chief Engineer
Bengaluru South City Corporation

Copy to :-

1. Copy Submitted to TheCommissioner, Bengaluru South City Corporation for kind information.
2. Copy Submitted to The Additional Commissioner (Development), Bengaluru South City Corporation for kind information.
3. Copy Submitted to Chief Engineer Zone-1, Jayanagar Zone, BSCC for kind information.
4. Copy Submitted to Chief Engineer Zone-2, Jayanagar Zone, BSCC for kind information.
5. Copy Submitted to Superintend Engineer, Jayanagar Zone, BSCC for kind information.
6. Copy to Assistant Public Relation Officer, Bengaluru South City Corporation for information and request to publish in two leading Newspapers in Kannada and English version.
7. Office Copy.

Deputy Chief Engineer
Bengaluru South City Corporation

## SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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## A. General

**1. Scope of Tender**

1.1 The Deputy Chief Engineer(Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

**2. Eligible Tenderers**

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka / BSCC/ GBA/BSCC

2.2 **Tenders from Joint ventures are not acceptable.**

**3. Qualification of the Tenderer:**

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years i.e. 2020-21 to 2025-26)Achieved in any two financial years a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs.70.00 lakhs. The copies of the IT returns for the respective financial years should be uploaded.**The abstract of the turnover certificate is to be duly certified by the Chartered Accountant supported by Audited Balance Sheet.

*(a) (usually not less than two times the estimated annual payments under this contract)*

***(b)*** **Mandating satisfactory completion as a prime contractor for at one similar nature of work of desilting of Storm Water Drains to an extent of minimum 50% of the cost of the work Rs.17.50lakhs**

*(c)* executed in any one year(2021-22to 2025-26), the following minimum quantities of work:[1]

(i) Excavated 5760 cum quantity of earth work / desilt in SWD (80% quantity of considered in the estimate) **or** executed1 kms maintenance of SWD (80% of the length i.e. considered in estimate).

(d) Deleted

(e) deleted

3.3 Each Tenderer should further demonstrate:

(a) Availability by owning / on hire basis, specified key and critical equipment for this work with relevant documents (commitment agreements etc.) for availability for this work are furnished.

| Machineries | Nos |
|---|---|
| JCB (1 Own) | 1 |
| Hydraulic excavator (Chain mounted / Long boom excavator / Robotic excavator) (Own/lease) 200/110/70Tonnecapacity | 1 |
| Tippers with hydraulic door and gasket arrangement (Own/Lease) | 1 |
| Tractor (Own/Lease) | 1 |

(b) liquid assets and /or availability of credit facilities of not less than **Rs.10.50lakhs**(Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

[1] Specify the principal items of works to be executed under this contract

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

**Assessed available tender capacity = (A*N*1.5 - B)**

Where

A = Maximum value of civil engineering works executed in any one year during the last five years *(updated to 2025-26 price level)* taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at *2026-27* price level of existing commitments and on-going works to be completed during the next 9months

***Note:*** *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

**4. One Tender per Tenderer:**

4.1 Each tenderer shall submit only one tender for one work. A tenderer who participates in more than one Tender and qualified in more than 2 tenders (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the remaining proposals with the Tenderer's participation to be disqualified.

**5. Cost of Tendering:**

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

**6. Site visit:**

Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works duly signed by concerned Executive engineer. The cost of visiting the Site shall be at the Tenderer's own expense

## B. Tender documents

**7. Content of Tender documents**

7.1 The set of tender documents shall have all the Sections given in Page 2:

7.2 Both the sets should be completed and returned with the tender.

**8. Clarification of Tender Documents**

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 **Pre-tender meeting:**

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will intimated in the e-proc website.

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than two days before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

**9. Amendment of Tender documents**

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

## C. Preparation of Tenders

**10. Documents comprising the Tender**

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

**10.1.1 First Cover:**

(a) Earnest Money Deposit.

(b) Qualification Information as per formats given in Section 3;

**10.1.2 Second Cover:**

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9);

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Deleted

**11. Tender prices**

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line-item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other

cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 deleted

## 12. Tender validity

12.1 Tenders shall remain valid for a period not less than ninety (90) days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

## 13. Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the following rates- The tenderer shall remit prescribed EMD in E-procurement portal.

13.2 Deleted.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Security deposit

Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 90 days **beyond** the validity of the tender.

The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. Shall be paid in the e – procurement portal using any of the following modes.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

**NEFT Payment Procedure**

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired

to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

**OTC Payment Procedure**

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated Axis Bank Branches listed in the e – Procurement Website (www.eproc.karnataka.gov.in), the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

### 14. Format and signing of Tender

14.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 10 of these *Instructions to Tenderers*, and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail.

14.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

## D. Submission of Tenders

### 15. Sealing and marking of tenders

15.1 The Tenderer shall submit his proposal through e-proc website only.
15.2 Deleted
15.3 Deleted
15.4 Deleted

### 16. Deadline for submission of the Tenders

16.1 Tenders must be received by the Employer at the address specified above no later than **Refer e-proc website.** In the event of the specified date for the submission of tenders being declared a holiday for the Employer, the tenders will be received up to the appointed time on the next working day.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

**17. Late Tenders**

17.1 Any Tender received by the Employer after the deadline prescribed in Clause 16 will not be accepted in the e-proc website.

**18. Modification and Withdrawal of Tenders**

18.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16.

18.2 Each Tenderer's modification separately for each Cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 14 & 15, with the outer and inner envelopes additionally marked "**MODIFICATION FOR FIRST/SECOND COVER**" or "**WITHDRAWAL**", as appropriate.

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

1 8.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

## E. Tender opening and evaluation

**19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:**

19.1 The Employer will open the First Covers of all the Tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend at 16.30 hours on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 Deleted.

19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be opened in e-proc website.

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

**20. Opening of Second Cover of qualified Tenderers and evaluation:**

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

20.2 Envelopes marked **"MODIFICATION FOR SECOND COVER"** shall be opened and the submissions therein read out in appropriate detail.

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

## 21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

## 22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

## 23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## 24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

## 25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
(a) making any correction for errors pursuant to Clause 24; and
(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

## F. Award of Contract

### 26. Awardcriteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

### 27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

### 28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions ofContract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

**29. Security deposit**

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to **5% of the Contract price plus additional security for unbalanced tenders** in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract for all works.:

- Cash or
- Banker's cheque/Demand draft,/Pay Order in favour of the Commissioner ,BSCC,Bangalore payable at Bangalore or
- A bank guarantee in the form given in Section 10; or
- Specified Small Savings Instruments pledged to the

Commissioner,BSCC,Bangalore

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

**30 Advance Payment and Security:** Not applicable

30.1 Deleted.

**31. Corrupt or Fraudulent practices**

31.1 The BSCC requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BSCC :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BSCC contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BSCC contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

## SECTION 3 : QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration _____

(Attach Copy)

Principal place of business: _____

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs) Attach Certificate from Chartered Accountant

2021-22 .....
2022-23 .....
2023-24 .....
2024-25 .....
2025-26 .....

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

| Project Name | Name of Employer | Descrip-tion of Work | Contract Number | Value of Contract Rs. Lakhs | Date of issue of work order | Specified period of completion | Actual date of Actual date of | Remarks explaining reasons for delay in completion of work |
|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

| Year | Name of Work | Name of Employer | Quantity of work performed | | | Remarks (Indicate contract reference) |
|---|---|---|---|---|---|---|
| | | | ..... | ..... | ... | |
| 2021-22 | | | | | | |
| 2022-23 | | | | | | |
| 2023-24 | | | | | | |
| 2024-25 | | | | | | |
| 2025-26 | | | | | | |

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

| Description of Work | Place & State | Contract No. & Date | Name And Address of Employer | Value of Contract (Rs. lakhs) | Stipulated period of completion | Value of works remaining to be completed (Rs. lakhs) Attach Certificates from Engineers –in-Charge | Anticipated date of completion |
|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

(B) Works for which Tenders already submitted:

| Description of Work | Place & State | Name and Address of Employer | Estimated value of works (Rs. lakhs) | Stipulated period of completion | Date when decision is expected | Remarks if any |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

| Item of Equipment | Requirement | | Owned & hired | Owned and available | | |
|---|---|---|---|---|---|---|
| | No. | Capacity | | Number/ Capacity | Age/ condition | Remarks |
| JCB | 1 | | (Own) | | | |
| Hydraulic excavator (Chain mounted/Longboomexcavator/ Roboticexcavator) | 1 | 200/110/ 70 Tonne capacity | (Own/ lease) | | | |
| Tippers with hydraulic door and gasket arrangement | 1 | | (Own/Lease) | | | |
| Tractor | 1 | | (Own/Lease) | | | |

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

**BANKER'S CERTIFICATE**

Reference no

Place

Date

Name and address of beneficiary

This is to certify that M/s. …….. is a reputed company with a good financial standing. If the contract for this work, namely …… (***Annual Maintenance and Desilting of Storm Water Drains in Kasavanahalli Ward of Mahadevapura Assembly Constituency for one year.***)is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. …… to meet the working capital requirements for executing the above contract

Sd/-

Name of the Bank, Senior Bank Manger

Address:……

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price .

| Item of Work | Value of Sub-Contract | Identified Sub-Contractor (Name and address) | Experience of similar work (Attach certificates from the respective Employers.) |
|---|---|---|---|
| 1 | 2 | 3 | 4 |

1.12 Information on litigations in which the Tenderer is involved:

| Other Party (ies) | Employer | Details of dispute | Amount involved | Remarks showing present status |
|---|---|---|---|---|
| | | | | |

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

## SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED

WITH THE WORK AND AGREEMENT FORM

## Form of Tender

**Description of the Works:** *Annual Maintenance and Desilting of Storm Water Drains in Kasavanahalli Ward of Mahadevapura Assembly Constituency for one year.*

To
**Office of the Deputy Chief Engineer**
2nd Floor, 9th Main Road,
Jayanagara 2nd block,
Bengaluru -560 011.

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of …….. *[in figures] (……) [in letters].*[2]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____
Address: ----------
---

[2]To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

## Letter of Acceptance

(letterhead paper of the Employer)

.....[date]

To:

.....

.....[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated ..... for execution of the ..... ..... *[name of the contract and identification number, as given in the Instructions to Tenderers]* for the Contract Price of Rupees ..... ..... (.....) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs..... within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

---

Contractor Deputy Chief Engineer., BSCC

## Issue of Notice to proceed with the work

(letterhead of the Employer)

……(date)

To

……
……
…… (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of …… (name of the work) a Tender Price of Rs…… , you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory
authorized to sign on behalf of Employer)

Contractor Deputy Chief Engineer., BSCC

## Agreement Form

### Agreement

This agreement, made the ……day of ……20……., between……
……[name and address of Employer] (hereinafter called "the Employer") of the one part and ……
……...[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute ……...
……
……[ name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of ……
……
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
……
……

in the presence of:
Binding Signature of Employer
……
Binding Signature of Contractor
……

# SECTION 5: CONDITIONS OF CONTRACT

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## A. General

### 1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender.
**Compensation events** are those defined in Clause 38 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
**Days** are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
**Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.
**Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

### 2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data

(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

**3. Law governing contract**

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

**4. Employer's decisions**

4.1 Except where otherwise specifically stated, the Employer will decide contrpenactual matters between the Employer and the Contractor .

**5. Delegation**

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

**6. Communications**

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

**7. Subcontracting**

7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

**8. Other Contractors**

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

**9. Personnel**

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

**10. Employer's and Contractor's risks**

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

**11. Employer's risks**

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or
(b) a cause due solely to the design of the Works, other than the Contractor's design; or
(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
    (i) could not have reasonably foreseen; or
    (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or
(B) insure against such loss or damage

**12. Contractor's risks**

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

**13. Insurance:**

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :
(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

**14. Site Investigation Reports:**

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

**15. Queries about the Contract Data**

15.1 The Employer will clarify queries on the Contract Data.

**16. Contractor to construct the Works**

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

**17. The Works to be completed by the Intended Completion Date**

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works/desilting in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

**18. Approval by the Employer:**

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

**19. Safety**

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

**20. Discoveries**

20..1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

**21. Possession of the Site**

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

**22. Access to the Site**

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

**23. Instructions**

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

**24. Procedure for resolution of Disputes:**

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

## B. Time Control

**25. Program**

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

**26. Extension of the Intended Completion Date**

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended

Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

### 27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

### 28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

## C. Quality Control

### 29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

### 30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

### 31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

### 32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

## D. Cost Control

### 33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

### 34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);

(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

~~34.3~~ Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. / BSCC has to be obtained for the variation exceeding 5%.

## 35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

## 36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer quarterly (3 months) bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

## 37. Payments

37.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 180 days of submission of bill or as per the funds available in the corporation. The contractor shall be liable to pay liquidated damages for shortfall in progress.

For progress beyond the agreed programme payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" shall be paid for at the unit price bid for “Annual Maintenance of SWD”. This price shall be full compensation for removal and disposal of debris and excess material as per detailed scope of services. All bills/invoices shall be submitted on quarterly (3 months) basis before 5th of consecutive month and payment will be made as per the payment schedule of conditions of contract and if there is a delay in submission of the bill from the bidder then it is deemed to be considered that the work is not executed satisfactorily and will not be certified. The bills submitted as above shall be certified by BSCC engineers and if there is a delay in certification of the bill then the bill submitted by bidders shall be deemed as final at the risk and cost of the engineers

The bidder has to complete the desilting of overall project length of SWD to complete the one cycle in all the quarters of the project. Upon completion of full-length desilting of SWD in all the quarter, bidder has to submit photographs and drones as evidence for documentation of the bill.

The bidder has to remove the silt from the SWD irrespective of the silt deposited in the SWD for one year the bidder has to maintain the SWD as per the service level benchmark and ensure that the chain-link fencing is restored/replaced.

There might be a situation wherein some SWDs in the list will be taken up for Special repair works/Jacketing works by BSCC during the contract. In such situations, BSCC will give a written notice to the firm well in advance and will be asked to discontinue such stretch of SWDs from Annual Maintenance. In such situations the payment will be made on pro-rata basis. Similarly, if the BSCC proposes to add some more stretch of SWDs the payment will be increased on pro-rata basis to the firm.

## 38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer’s Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer’s own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

**39. Tax**

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

**40. Price Adjustment: Deleted**

40.1 Deleted

(a) Deleted
(b) Deleted
(c) Deleted
(d) Deleted

40.2 Deleted.

**41. Liquidated damages**

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

**Penalty clause**: The agency must attend the entire stretch of SWD in first 03 months of the start of the work and there after every 3 months. Afterwards the agency will conduct maintenance on day to day basis (and on call).

Proper arrangements are to be made for lifting the solid waste.

The Penalty will be levied from the fourth month of the Notice to proceed with the work (Work order). If a solid waste/silt is identified on identified stretches / SWDs the penalty levied will be for each 500 mtrs stretch units as below:

1. One location in 500mtr = Rs.10,000/-
2. Two locations in 500mtr = Rs.20,000/-
3. Three locations in 500mtr = Rs.30,000/-
4. Four locations in 500mtr = Rs.40,000/-
5. More than 5 locations = Rs 50,000/-

If the delay is continued a notice will be issued for Nonperformance and ifNon performance is extended for continuous 3 months, then the contract may be liable for termination at the discretion of BSCC at the risk and cost of the contractor.

**42. Advance Payments:**

42.1 Deleted.
42.2 Deleted.
42.3 Deleted.

**43. Securities:**

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

**44. Cost of Repairs:**

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## E. Finishing the Contract

**45. Completion**

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

**46. Taking over**

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

**47. Final account**

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

**48. As built drawings and /or Operating and Maintenance Manuals**

48.1 If "as built"(*Completion drawings*) Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

**49. Termination**

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted.

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted.

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the

execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

## 50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

## 51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

## 52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

## F. Special Conditions of Contract

**1. Labour:**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

**2. Compliance with labour regulations:**

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

**3. Protection of Environment:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

**4.1 Arbitration (Clause 24 of CC)/Dispute Resolution**

Government of Karnataka Circular No.LAW 273 LAC 2012(p) dated 10.01.2014.

―Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity there of shall be referred and settled under the Arbitration Centre- Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rules‖.

5. The bidders shall meet collectively the specified eligibility/qualification requirement

stipulated under the respective works for consideration of award to the same bidder.

6. All the details (such as item, specifications, materials, length, width etc.,) as provided/indicated in the bill of quantities and drawings shall be the bare minimum requirements that the Contractor shall execute as a part of the project. The decision of the client is final and binding in this regard.

7. In the case of the death of a Contractor after executing the Agreement / Commencement of the Work, his Legal Heir, if an Eligible Registered Contractor and willing, can execute and complete the work at the accepted Tender Rates irrespective of the Cost of the Work

8. The site data given in the Tender documents are only for general guidance of tenderers. The Contractor shall have to carry out at his own cost, Engineering Surveys and Field Investigations, Reconnaissance Survey, Condition Survey of Project, Material survey, any other survey required for the proposed design and/or construction by the Contractor.

9. Any material/devices/equipment's approved/taken up by state/central agencies which is included in this tender, then BSCC has the right to exclude such works from the scope of work. The decision of BSCC is binding and final in this regard and no claims/compensation for such acts is admissible.

10. If due to unavoidable reasons, if a part of land could not be handed over to the contractor,

**Site Visit:**

a) TheTenderershall,priortosubmittinghisTenderfortheWork,visitandexaminetheSiteofWorksanditssurroundings athisownexpenseandobtainandascertainfor himselfonhisownresponsibilityall information thatmaybenecessaryfor

b) ThetenderersshallnotethatInformation,ifany,inregardtothelocalconditions,ascontainedintheseTenderdocuments,havebeenprovidedforGuidanceandisnotwarrantedbeingcomplete.

c) AtenderershallbedeemedtohavefullKnowledgeofthesite,ornot,andnoextrachargesconsequent to anymisunderstandingorotherwiseshall be allowed.

d) Thetendererandanyofhispersonneloragentswillbegrantedpermissionbytheemployerorhisauthorizednominee,onreceiptofformalapplicationinrespectthereofaweekinadvanceofthePropseddateofinspectionofSite,toenteruponthePremisesandLandsforpurposeofsuchInspection,butonlyontheexpressconditionthatthetenderershallindemnifytheemployerfromandagainstallliabilityinrespectthereofandthetendererwillberesponsibleforpersonalinjury(whetherfatalorotherwise),lossordamagetoPropertyandanyotherloss,damage,costsandexpenseshowevercausedwhich,butfortheexerciseofsuch permission, would not havearisen

12. Tendererswhosefirmsareblacklisted,debarredorsuspendedbyanyGovt.DepartmentsanywhereinIndia are noteligibleto participate.

13. Tendererswhosefirmsare listedasbankruptorappliedforCorporateDebtRestructuring(CDR)arenoteligibleto participate.

14. Any bidderfromacountry whichshares alandwithIndiawillbe eligibletobidin thistenderonly if thebidderisregisteredwiththeCompetentAuthority.

15. "Bidder"(includingtheterm'tenderer',or_serviceprovider'incertaincontexts)meansanypersonorfirmorcompany,includinganymemberofaconsortiumorjointventure(thatisanassociationofseveralpersons,orfirms or companies),everyartificialjuridicalpersonnotfallinginanyofthedescriptionsofbiddersstatedhereinbefore,includinganyagencybranchorofficecontrolledbysuchperson,participatingina procurementprocess.

16. "Bidderfroma countrywhichsharesalandborder withIndia"

    a. Anentityincorporated,establishedorregistered insuch a country;or

b. A subsidiaryof anentityincorporated,establishedorregisteredin such acountry;or

c. Anentitysubstantiallycontrolledthroughentitiesincorporated,establishedorregisteredins uch acountry;or

d. Anentitywhosebeneficialowneris situatedinsuch acountry;or

e. AnIndian (or other)agentof such anentity;orA naturalperson whoisa citizen ofsucha country, or

f. A consortiumorjointventurewhere any memberoftheconsortiumorjointventurefallsunderanyof theabove

17. I. The beneficialownerforthe purposeofaboveclausewillbe asunder:

(i) IncaseofacompanyorLimitedLiabilityPartnership,thebeneficialowneristhenaturalperson(s),who, whetheractingaloneortogether,orthroughoneormorejuridicalperson,hasacontrollingownershipint erestorwhoexercisescontrolthroughothermeans.

Explanation.

a. "Controllingownershipinterest"meansownershipof or entitlementto morethan twenty-fivepercentof sharesorcapitalor profitsofthecompany;

b. "Control"shallincludetherighttoappointmajorityofthedirectorsortocontrolthemanagementorpolicyd ecisionsincludingbyvirtueoftheirshareholdingormanagementrightsorshareholdersagreements orvotingagreements;

(ii) Incaseofapartnershipfirm,thebeneficialowneristhenaturalperson(s)who,whetheractingaloneorto gether,orthroughoneormorejuridicalperson,hasownershipofentitlementtomorethanfifteenpercen tof capitalorprofitsofthe partnership;

(iii) Incaseofanunincorporatedassociationorbodyofindividuals,thebeneficialowneristhenaturalperso n(s),who,whetheractingaloneortogether,orthroughoneormorejuridicalperson,hasownershipofore ntitlementtomorethanfifteenpercentofthepropertyorcapitalorprofits ofsuchassociationor bodyofindividuals;

(iv) Wherenonaturalpersonisidentifiedunder(i)or(ii)or(iii)above,thebeneficialowneristherelevantnat uralperson whoholdsthepositionofseniormanagingofficial;

(v) Incaseofatrust,theidentificationofbeneficialowner(s)shallincludeidentificationoftheauthorofthet rust,thetrustee,thebeneficiarieswithfifteenpercentormoreinterestinthetrustandanyothernaturalpe rsonexercisingultimateeffectivecontroloverthetrustthroughachainof controlorownership.

18. AnAgentisapersonemployedtodoanyactforanother,ortorepresentanotherindealingswiththirdperson.

19. Acertificateforhavingreadtheaboveclausesisrequiredtobesubmitted/uploadedbythetenderer separatelyint hefollowingformat:

*"I havereadthe clauseregardingrestrictions onprocurementfrom a bidderofacountrywhichshares alandborderwithIndia;Icertifythatthisbidderisnotfromsuchacountryor,iffromsuchacountry,hasbeenregi steredwiththeCompetentAuthority.Iherebycertifythatthisbidderfulfillsallrequirementsinthisregardandis eligibletobeconsidered.(Whereapplicable,evidenceofvalidregistrationbytheCompetentAuthorityshallbe attached.)"*

20. IN CASESWHERESUBCONTRACTING ISPROVIDED: Deleted

## G Other Conditions

1. The decision taken by Commissioner, BSCC will be final
2. The contract will be awarded on the basis of technical qualified and financial lowest bid. The successful bidder will enter agreement with the BSCC.
3. BSCC reserves the right to reject any tender or all tenders without assigning any reason there of.
4. The contract for the Firms/Companies/Agencies is 1 Year and the same is extendable on Mutual consent/satisfactory services of the agency for a further period as per the opinion of higher authority. If the contract is found unsatisfactory after 1 year, then the BSCC shall give a notice in writing to terminate the contract at risk and cost basis.
5. The Tippers and tractors of successful bidder shall be modified to have Hydraulic Door opening and Watertight Gasket arrangements for carrying the wet/ slushy/ watery silt without pouring Leachate on road subject to the discretion of the Executive Engineer.
6. The firm/agency shall paint the whole machineries marked as "BSCC CONTRACT VEHICLE FOR SWD ANNUAL MAINTENANCE PROJECT".
7. The firm must have an established office with BSCC limits with necessary infrastructure and sufficient manpower and resources required for carrying out Desilting, Removal of Floating Solid waste/Jungle clearance in drains/walls, Construction and Strengthening of Size Stone Masonry/Joints, Prevention of dumping of Debris/Solid Waste and Conveying the Silt/Debris/Solid Waste to approved locations.
8. In case of "EMERGENCY" the firm/agency shall carry out Special Repair Works to SWD without any pre-condition and at the rate as per SR prevailing at the time of "Notice to Proceed with work" plus or minus tender premium if any.

## SECTION 6: CONTRACT DATA

**Items marked "N/A" do not apply in this Contract.**

| The following documents are also part of the Contract: | **Clause Reference** |
|---|---|
| • The Schedule of Operating and Maintenance Manuals | [48] |
| • The Methodology and Program of Construction | [25] |
| • Site Investigation Reports | [14] |
| • The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction. | [25] |

The Employer is:

Name: The Commissioner, BSCC, [1.1]

Bengaluru South City Corporation, Bangalore

Name of authorized Representative: Deputy Chief Engineer BSCC

The name and identification number of the Contract is

**Annual Maintenance and Desilting of Storm Water Drains in Kasavanahalli Ward of Mahadevapura Assembly Constituency for one year.**

The Works consist of desilting of SWDs and its maintenance

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole of the Works is1**year**with the following milestones [17, 26]

Milestone dates:

| Physical works to be completed | Period from the date of issue of Notice to proceed with the work |
|---|---|

Each milestone is of 3 months and a cycle is to be completed once in 3 months

The Site Possession Date is: date of work order [21]

The Site is located at**Mahadevapura constituency**, Bangalore [1.1]

The Defects Liability Period not applicable. [31]

Insurance requirements are as under: [13]

| | Type of Cover | Minimum cover for Insurance |
|---|---|---|
| (i) | Works and of Plant and materials | The sum stated in the Agreement plus 20% |
| (ii) | Loss or damage to equipment | Full replacement cost |
| (iii) | Loss or damage to property of Third Party | Full replacement cost |

| | | |
|---|---|---|
| (iv) | Personal injury or death insurance<br>(a) for Third Party | Rs.5 lakhs per person |
| | (b) for Contractor's employees or labour | In accordance with the statutory requirements applicable to Karnataka |

Adjustment for Cement Component: Deleted

Adjustment for steel component: Deleted

Adjustment of Bitumen Component: Deleted

The liquidated damages for the whole of the works are Rs.3500 (at 0.1% of the contract price per day ) and that for the milestones are as under:

For Milestone 1: Rs. 875…… per day [41]
For Milestone 2: Rs. 875…… per day
For Milestone 3: Rs. 875…… Per day
For Milestone 4: Rs875…… Per day

The maximum amount of liquidated damages for the whole of the works is Ten percent of final contract price. [41]

The date by which "as-built" drawings (in scale) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]
The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

The amount to be withheld for failing to supply "documentation of photographs and drone images for the billing purpose and supply of Operation and Maintenance Manuals by the date required is Rs. 50,000/-

The following events shall also be fundamental breach of the contract : [49.2]

1.The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's [50.1]
Additional cost for completing the Works shall be 30 percent (30%) .

# Section 7 Specifications

## 7.1 GENERAL

Bengaluru South City Corporation, (BSCC) throughDeputy Chief Engineer, on behalf of the Commissioner, BSCC is undertaking Annual Maintenance of Storm water drains in Mahadevapura Constituency of Bengaluru South City Corporation (Annual Maintenance of Storm Water Drain including Desilting, Removal of Floating Solid waste/Jungle clearance in drains/walls, Construction and Strengthening of Size Stone Masonry/Joints, Prevention of dumping of Debris/Solid Waste and Conveying the Silt/Debris/Solid Waste to approved locations). This project is one of the most needed and important projects for prevention of flood situations and hygienic environment around SWDs by enabling day to day maintenance of SWDs.

## 7.2 OBJECTIVES

The primary objective of the client for hiring the services of the Firm is to:

- Day to day maintenance of SWDs
- Prevention of Choking of SWDs in narrow stretches and critical junctions.
- To prevent high silting of SWDs
- Prevention of Flooding due to collection of Solid waste at narrow stretches and critical junctions.
- Prevention of people from throwing solid waste/C&D waste

## 7.3 DETAILED SCOPE OF SERVICES:

- Annual Maintenance for SWD at various selected locations including desilting of collected silt, lifting of silt from SWD and conveying to approved locations such BH 625,Amblipuraetc or whichever location is feasible approved by Chief Engineer by Mechanical/Manual means in open SWDs and Covered SWDs by Removing/Re-fixing of chainlink fencing, RCC chamber/slab covers, dismantling of RCC/SSM walls by engaging suitable number of Mechanical Excavators/allied Machineries along with appropriate Man power.
- The Excavated silt/any solid waste lifted from the SWD shall be removed from the site within 3 days from the day of excavation and stacking
- Cleaning of SWDs from vegetations (Trees/Plants/Grass etc.) including cutting, removing, lifting and conveying it to approved locations.
- Clearing of SWDs from solid waste materials (Plastic bottles/Thermocol/Animal Waste/Dead Animals/Human Excreta/ Medical/Cloths/Beds/ Mattresses, floating debris, etc.,) of all nature in foul condition (as is where is condition at the time of quoting tender) including removing, lifting and

conveying it to approved locations/dry waste collection centers/designated GBA quarries, Solid waste Processing units of GBA.

- Clearing of SWDs from silt/vegetation under bridges, clearing of blockages in pipe culverts, removal of vegetation, solid waste and lifting of solid waste material from SWDs and conveying it to approved locations.
- Prevention of dumping of Construction and Demolition waste throwing of solid waste/garbage by Public and identification of Persons throwing waste into SWDs
- Lodging complaints with local police under "The Prevention of Damage to Public Property Act, 1984" under section 425.
- Identification of Blockages of roadside drains connecting to SWDs including BWSSB pipelines, BESCOM cables etc., complete.
- Conveying of Silt, Solid Waste, Debris, Construction and Demolition etc., complete to the approved locations. The contractor should identify suitable dumping locations on his own and at his own risk including all Lead and Lifts, Incidental Charges, Present and Future Taxes as applicable, including all Men and Machineries as per the directions of the Engineer-In-Charge of the work.
- The Excavated silt/any solid waste lifted from the SWD shall be removed from the site within 3 days from the day of excavation and stacking.
- The bidder has to desilt / clean the entire stretch of the SWD in the constituency completely every quarterly i.e. 4 cycles per year (in 3 months each cycle shall be completed).
- The machinery list is given in the bid document. All the machineries shall be installed with GPS trackers allows the tracking of position and machine hours and access to be given to Engineer-in-charge to know the location of the machineries.
- A project manager, senior engineer, 2 nos of supervisors and a minimum of 20 unskilled labourers are required for this contract. The labour shall have bio-metric attendance and the statutory payments and insurance which is the responsibility of the bidder. The details need to be furnished at the time of submission of the bills else appropriate penalty shall be levied subject to the discretion of the Executive Engineer.
- 2 nos of 25/30 HP pumps needs to be mobilized during the flooding situations and no extra payment shall be made for the same.
- Small excavators may be deployed in the areas where there is space constraint in engaging the bigger excavators as and when the work demands.
- Long boom excavators may be deployed in the areas where the SWD are of a bigger width as and when the work demands.
- The bidder has to remove the silt from the SWD irrespective of the silt deposited in the SWD throughout the year and the bidder has to maintain the SWD as per the service level benchmark and ensure that the chain-link fencing is restored/replaced.

### 7.4 SITE VISIT:

Bidder is advised to visit and examine the site and its surrounding and shall familiarize himself of the existing facilities and environment and shall collect all other information which he may require for preparing and submitting the Tender and entering into the contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after

submission of the Bid and during the contract period / after contract period. All costs for and associated with site visits shall be borne by the bidder.

### 7.5 MEASUREMENT:

The Annual Maintenance of Storm Water Drain including Desilting, Removal of Floating Solid waste/Jungle clearance in drains/walls, Construction and Strengthening of Size Stone Masonry/Joints, Prevention of dumping of Debris/Solid Waste and Conveying the Silt/Debris/Solid Waste to approved locations shall be measured by the length in kms of SWDs as per the list of SWDs enclosed in this tender. No partial work or incomplete work is allowed on any of the SWDs, such partial or incomplete work will not be considered for payment. Payment will be made only for the completed stretch of SWDs (Rounded off to a kilometer) as per SWD list as per the service level benchmark and not the physical measurements made at site.

### 7.6 Manpower

The minimum required experience of proposed key professional staff is:

1. Project manager: (01No.) This is the senior most position and the expert engaged as the project manager shall be responsible for entire project implementation activities and total project execution. This position requires a Senior Engineer who shall be graduate in Civil Engineering with minimum experience of 10 years and he should have handled at least one project of similar nature.
2. Senior Engineer (1 Nos): This position requires a graduate/diploma holder in Civil Engineering with minimum of 3-5 years experience. He must have handled similar nature of projects in last 3- 5 years.
3. Firm is required to mobilize extra supporting staff, if required, without additional cost

### 7.7 Reports to Be submitted

Following reports to be submitted during the period of assignment

| Sl. No | Description of deliverables | timeline | Remarks |
|---|---|---|---|
| 1 | Inception report | 15 days on appointment | 3 copies |
| 2 | Monthly Report | First week of following month | 3 copies |
| 3 | Quarterly reports | First week of following quarter | 3 copies |

### 7.8 TIME PERIOD FOR THE SERVICE

The Time period envisaged for the service is 36 months as per the deliverable.

### 7.9 Payment Terms

The payments of desilting of overall project length of SWD will be initiated when the bidder has to complete the one cycle in all the quarters of the project. Upon completion of full-length desilting of SWD in all the quarter, bidder has to submit photographs and drones as evidence for documentation of the bill. The fee will be paid quarterly, the total project fee payable will be

paid in 4 equal instalments. A monthly progress report and quarterly report shall be submitted.

| Sl. No | Milestone | Duration | Payment Terms |
|---|---|---|---|
| 1 | Annual Maintenance and Desilting of Storm Water Drains in Kasavanahalli Ward of Mahadevapura Assembly Constituency for one year. | 12 months | 4 equal instalments |

### 7.10 Penalty

The agency must attend the entire stretch of SWD in first 03 months of the start of the work and there after every 3 months the whole length of SWD has to be cleaned. Afterwards the agency will conduct maintenance on day to day basis (and on call). Proper arrangements are to be made for lifting the solid waste.

The Penalty will be levied from the fourth month of the Notice to proceed with the work (Work order) and on subsequent quarters. If a solid waste/silt is identified on identified stretches / SWDs the penalty levied will be for each 500 mtrs stretch units as below:

1. One location in 500mtr = Rs.10,000/-
2. Two locations in 500mtr = Rs.20,000/-
3. Three locations in 500mtr= Rs.30,000/-
4. Four locations in 500mtr = Rs.40,000/-
5. More than 5 locations = Rs 50,000/-

If the delay is continued a notice will be issued for Nonperformance and if Non-performance is extended for continuous 3 months, then the contract may be liable for termination at the discretion of BSCC at the risk and cost of the contractor.

## SECTION 8: DRAWINGS

## SECTION 9: BILL OF QUANTITIES
# (Enclosed separately)

| Sl. No. | Description ofitem (with brief specificationandreferencetoBook ofspecification) | Approx.Quantity | Unit | Annual Estimated amount In Rs. | Bidder Quoted Amount (Rs) |
|---|---|---|---|---|---|
| 1 | • Annual Maintenance for SWD at various selected locations including desilting of collected silt, lifting of silt from SWD and conveying to approved locations such as BH 625,Amblipura,FermsAppartmentetc or whichever location is feasible approved by Chief Engineer by Mechanical/Manual means in open SWDs and Covered SWDs by Removing/Re-fixing of chainlink fencing, RCC chamber/slab covers, dismantling of RCC/SSM walls by engaging suitable number of Mechanical Excavators/allied Machineries along with appropriate Man power.<br>• The Excavated silt/any solid waste lifted from the SWD shall be removed from the site within 3 days from the day of excavation and stacking<br>• Cleaning of SWDs from vegetations (Trees/Plants/Grass etc.) including cutting, removing, lifting and conveying it to approved locations.<br>• Clearing of SWDs from solid waste materials (Plastic bottles/Thermocol/Animal Waste/Dead Animals/Human Excreta/ Medical/Cloths/Beds/ Mattresses, floating debris, etc.,) of all nature in foul condition (as is where is condition at the time of quoting tender) including removing, lifting and conveying it to approved locations/dry waste collection centers/designated GBA quarries, Solid waste Processing units of GBA.<br>• Clearing of SWDs from silt/vegetation under bridges, clearing of blockages in pipe culverts, removal of vegetation, solid waste and lifting of solid waste material from SWDs and conveying it to approved locations.<br>• Prevention of dumping of Construction and Demolition waste throwing of solid waste/garbage by Public and identification of Persons throwing waste into SWDs<br>• Lodging complaints with local police under "The Prevention of Damage to Public Property Act, 1984" under section 425.<br>• Identification of Blockages of road side drains connecting to SWDs including BWSSB pipelines, BESCOM cables etc., complete.<br>• Conveying of Silt, Solid Waste, Debris, Construction and Demolition etc., complete to the approved locations. The contractor should identify suitable dumping locations on his own and at his own risk including all Lead and Lifts, Incidental Charges, Present and Future Taxes as applicable, including all Men and Machineries as per the directions of the Engineer-In-Charge of the work.<br>• The bidder has to remove the silt from the SWD irrespective of the silt deposited in the SWD throughout the year the bidder has to maintain the SWD as per the service level benchmark and ensure that the chainlink fencing is restored/replaced. | | | | |
| | • For 1 year | 1.20_____ | kms | | |
| | | | | | |

**Note:**

(1) Wherethere isadiscrepancybetweentherateinfigures andwords, thelowerofthetwowillgovern.

(2) Where thereisadiscrepancybetweentheunitrateandthelineitemtotalresultingfrom multiplyingtheunit ratebyquantity,theunitratequotedshallgovern

Contractor Deputy Chief Engineer., BSCC

## SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: .....*[name of Employer]*
..... *[address of Employer]*

WHEREAS ..... *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ..... dated : ..... to execute .....*[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. ..... *[amount of guarantee]* [3]_Rupees.....*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]*[4] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

[3] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[4] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract